

# Legal Fun Run & Walk

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Sponsorship opportunities 2023



**LAW  
INSTITUTE  
VICTORIA**

# About the Law Institute of Victoria

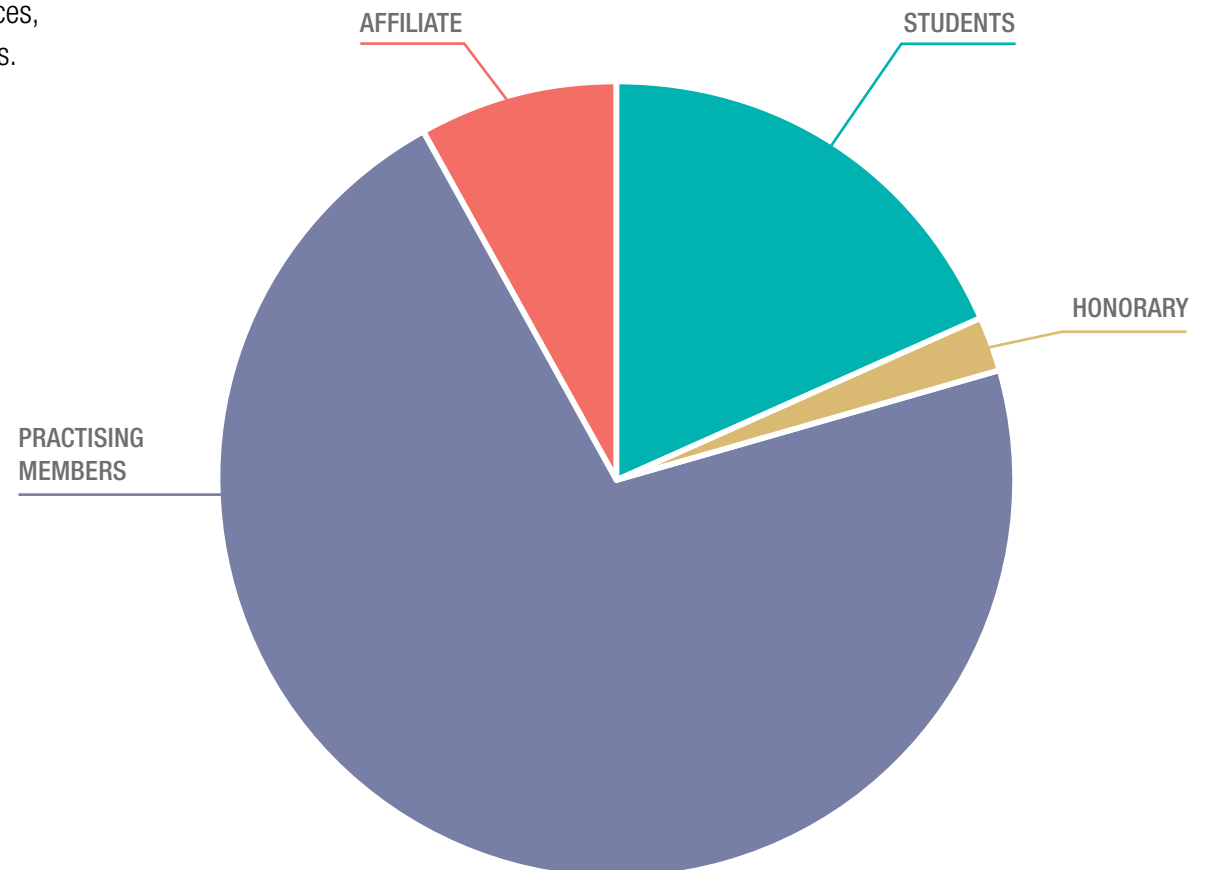
The Law Institute of Victoria (LIV) is the state's peak body for those working in the legal sector, with a membership of more than 18,000 consisting of lawyers, judges, barristers, government and corporate solicitors and a variety of other legal professionals.

Members of the LIV belong to an influential, high-income profession with strong purchasing power, making this membership base one of the most sought after in the country.

With a diverse range of backgrounds, ages, interests and experiences, members of the LIV represent a wide range of demographic profiles.

PRACTISING	13,266
AFFILIATE	1,492
HONORARY	413
STUDENTS	2,465

Figures correct as at June 2023



# For close to 40 years, the LIV Legal Fun Run & Walk has brought together members of the Victorian Legal community as the leading sport event of the legal calendar.

Each year approximately 850 participants compete in either the 8km run or 4km run or walk around the Tan Track before celebrating their achievements with an awards ceremony and gourmet barbecue in Kings Domain.

Sponsors of the LIV Legal Fun Run & Walk are promoted across a co-branded multi-channel marketing campaign, which may include print marketing, email marketing, advertising in the *Law Institute Journal (LIJ)* and LawNews emails, and promotion across the Law Institute of Victoria website and social media channels.

## Key Dates

**EVENT DATE:** Tuesday 21 November 2023

**TIME:** 5-8pm

**VENUE:** Tan Track, Kings Domain, Melbourne

### Benefits of sponsorship include:

- Access to more than 18,000 Law Institute of Victoria members via a multi-channel marketing campaign.
- Networking opportunities with up to 850+ event attendees.
- Access to event photographs to share or reproduce in your own publications.
- Promotional opportunities through web placement, social media channels and digital advertising.
- Speaking and award presentation opportunities.
- Brand exposure via banners and logo placement at the event.
- Complimentary registrations for your colleagues and access to the gourmet BBQ.

In 2022 over

# 1,100

registered people attended the  
LIV Legal Fun Run & Walk



Exclusive face to face  
networking opportunities with  
hundreds of legal professionals

# Major Sponsorship Program Benefits

## MAXIMUM OF 2 AVAILABLE

### BEFORE THE EVENT

- Positioning as a Major Sponsor, premium placement in the sponsor hierarchy, plus exclusivity in your business area.
- Logo recognition in the electronic and printed elements of the Fun Run marketing campaign and on the LIV website in the lead up to the event.
- Inclusion on the 2023 Legal Fun Run & Walk dedicated Sponsor page with your logo and link to your site (live for up to 3 months).

### AT THE EVENT

- Acknowledgement of your support by the MC, LIV statement “Proudly supported by our LIV Major Sponsor” <your organisation> followed by a short summary paragraph of your business services.
- Two-minute speaking opportunity to introduce your company prior to presentation of two major prizes (content to be agreed with Business Development Manager).
- Your logo as Major Sponsor on the competitor race bibs.
- Signage, bunting and banners (x2) or similar may be provided and used by your organisation at the event. Signage must be secured in case of high winds (the signage format, quantity and securing is subject to approval by the LIV).
- Opportunity to provide branded merchandise for participants.
- Four free registrations for the event and BBQ for your representatives.
- Four complimentary race bibs for your representatives.

### POST-EVENT

- LIV to provide event photographs for your organisation to reproduce in your own publications.
- Shared social media ‘shout out’ and thanks on LinkedIn (31,000+ Followers) including a photo of your firm awarding prizes.
- 2023 Legal Fun Run & Walk dedicated sponsor page with your logo and link to your site to be featured alongside portal for competitor results (for up to 1 month post event).
- Sponsorship report including marketing statistics and social media coverage.

**TOTAL VALUE: \$5,000 +GST**

*Multiple sponsors may be in attendance at this event. Should a sponsor wish to add bespoke benefits tailored to their needs, this will come at an additional cost and must be agreed to by the LIV.*

# Supporting Sponsorship Program Benefits

## MAXIMUM OF 4 AVAILABLE

### BEFORE THE EVENT

- Positioning as a Supporting Sponsor.
- Logo recognition in the electronic and printed elements of the Fun Run marketing campaign and on the LIV website in the lead up to the event.
- Inclusion on the 2023 Legal Fun Run & Walk dedicated Sponsor page with your logo and link to your site (live for up to 3 months).

### AT THE EVENT

- Acknowledgement of your support by the MC, LIV statement “Proudly supported by our LIV Supporting Sponsor” <your organisation>.
- Your logo as a Supporting Sponsor on the competitor race bibs.
- Signage, bunting and banners (x2) or similar may be provided and used by your organisation at the event. Signage must be secured in case of high winds (the signage format, quantity and securing is subject to approval by the LIV).
- Opportunity to provide branded merchandise for participants.
- Two free registrations for the event and BBQ for your representatives.
- Two complimentary race bibs for your representatives.

### POST-EVENT

- LIV to provide event photographs for your organisation to reproduce in your own publications.
- Social media ‘shout out’ and shared thanks on LIV social media.

**TOTAL VALUE: \$2,500 +GST**

*Multiple sponsors may be in attendance at this event. Should a sponsor wish to add bespoke benefits tailored to their needs, this will come at an additional cost and must be agreed to by the LIV.*

# Sponsorship Application Form

## PLEASE INDICATE YOUR SELECTION BY TICKING THE STREAM/PROGRAM OF YOUR CHOICE.

By signing below you accept the terms and conditions contained in this Sponsorship Application and Schedule. Signed under s126 of the *Corporations Act 2001* (Cth).

### MAJOR SPONSORSHIP PROGRAM

☐ **\$5,000 excl GST each**

### SUPPORTING SPONSORSHIP PROGRAM

☐ **\$2,500 excl GST each**

Registered company name:

Address:

Postcode:

ACN/ABN

Authorised by (Name):

Signature:

Witnessed by (Name):

Signature:

Date: / /

Email:

Mobile:

Your Sponsor contact person at event:

Contact mobile:

To get started with your sponsorship please send us by return email your:

- ☐ Entire completed Sponsorship Application
- ☐ Logo and advertising material (if required) in PDF, EPS or Hi-Res Jpeg
- ☐ Your Certificate of Insurance
- ☐ Link to your landing page if required

**DISCLAIMER:** LIV Sponsorship Programs are strictly subject to availability, approval by the LIV and the Terms and Conditions.

#### Attention:

**Chelsey Wilson**

Business Development Manager

T 03 9607 9439

E [sponsorship@liv.asn.au](mailto:sponsorship@liv.asn.au)

#### LIV OFFICE USE ONLY:

Confirmed by (Name):

Signature:

Date: / /



# Terms & Conditions

## 1. GRANT OF SPONSORSHIP

In consideration of the payment of the Fees, the LIV grants the Sponsor the non-exclusive right to sponsor the Program selected in the attached Sponsorship Application Form.

## 2. SPONSORSHIP FEE, PAYMENT AND APPROVAL

- (a) Any Sponsorship Application Form will be subject to capacity and written approval by the LIV.
- (b) Following LIV approval of a signed Sponsorship Application Form, the LIV will issue the Sponsor with a tax invoice for the Fees which must be paid within seven days of the date of the invoice.
- (c) The Sponsor acknowledges that if payment is not received by the LIV within the specified time in clause 2(b), the LIV reserves the right to consider other applicants for the selected Program.
- (d) The Sponsor acknowledges and agrees that if the selected Program is rescheduled by the LIV for any unforeseen reason, the Sponsor shall not be relieved of any of its obligations under this Agreement. If the Sponsor cannot perform the Agreement on the revised scheduling proposed by the LIV, the LIV will use best endeavours to provide an alternative activity to the value or approximate value of that activity.
- (e) The Sponsor acknowledges and agrees that if the selected Program is cancelled by the LIV due to unforeseen circumstances which makes holding of the event unsafe or logistically unfeasible, including due to inclement weather, the LIV will refund the Sponsor 20% of fees paid which represents the Fees paid less a reasonable estimate of the business expenses and costs incurred by the LIV prior to the cancellation taking effect.
- (f) Approval of Sponsorship Applications may be withheld by the LIV at its absolute discretion.

## 3. SPONSOR OBLIGATIONS

- (a) The Sponsor must exercise the rights and pursue the opportunities granted under this Agreement in a manner consistent with the good name, goodwill, reputation and image of the LIV and the selected Program and in compliance with all applicable laws, regulations and industry standards.
- (b) Only the Sponsor may exercise the rights granted under this Agreement. For the avoidance of doubt, the rights under this Agreement may not be exercised by a Related Body Corporate (as defined under the *Corporations Act 2001* (Cth)), agent or contractor of the Sponsor.

## 4. LIV SPONSORSHIP OBLIGATIONS

The LIV will:

- (a) use its best endeavours to promote the Sponsor's role according to the benefits outlined in the selected Program;
- (b) give the Sponsor reasonable notice of any promotional activity planned by the LIV in relation to the selected Program; and
- (c) ensure agreed publications (including but not limited to invitations, banners, signage, promotional products and merchandise) duly acknowledge the Sponsor according to the benefits of the selected Program.

## 5. MARKETING

- (a) The Sponsor grants LIV the right to use its name and logo for marketing and promotional purposes in connection with the benefits set out in the selected Program, provided that prior approval of such has been provided by the Sponsor (which must not be unreasonably withheld).
- (b) The Sponsor agrees that access to LIV membership data will only be granted by LIV at its sole discretion upon receipt by LIV of the Sponsor's written acceptance to and under conditions specified by LIV. All mailings to LIV members on the Sponsor's behalf will be undertaken through the LIV mailing system.
- (c) The Sponsor agrees that sponsorship of any LIV activity does not carry with it the right for the Sponsor to claim endorsement by LIV of its products or services.
- (d) The Sponsor agrees that it will not undertake any marketing concerning the Sponsor's sponsorship of the selected Program including the use of the LIV name or logo without obtaining the prior approval of LIV.
- (e) All mailing undertaken on the Sponsor's' behalf will comply with LIV mailing policy as advised from time to time.

## 6. RELATIONSHIP

Nothing contained or implied in this Agreement constitutes a party the partner, agent or legal representative of the other party for any purpose, or creates any partnership, employment, agency or trust. Neither party has the authority to bind the other party in any way.

## 7. INTELLECTUAL PROPERTY

- (a) The LIV grants to the Sponsor a non-exclusive, non-transferable, royalty free licence to use the LIV's Intellectual Property strictly for the purposes of performance of the Program selected in the Sponsorship Application Form.
- (b) The Sponsor grants the LIV a non-exclusive, non-transferable, royalty free licence to use the Sponsor's Intellectual Property strictly for the purposes of performance of the Program selected in the Sponsorship Application Form.
- (c) Each party warrants that it owns, is licensed to use and/or is solely entitled to use the Intellectual Property in Australia provided to the other party.
- (d) Each party acknowledges that the other party's Intellectual Property is the property of the owning party, and it has no right, title or interest in or to the Intellectual Property of the other party except as expressly set out in these Terms and Conditions.

## 8. CONFIDENTIALITY

- (a) Neither party may disclose any Confidential Information of the other party without obtaining the prior written consent of the other party.
- (b) A party may disclose any Confidential Information:
  - (i) to its employees, officers and agents on a need to know basis provided that they comply with the obligations of this clause 8;
  - (ii) if required to do so, to the extent that the disclosure is required by law; and
  - (iii) to any professional advisors provided that they comply with the obligations of this clause 8.

## 9. WARRANTY

- (a) The LIV warrants to the Sponsor that it has full power, capacity and authority to perform its obligations outlined in this Agreement.
- (b) The Sponsor warrants to the LIV that it has full power, capacity and authority to perform its obligations outlined in this Agreement.

## 10. INDEMNITIES

- (a) The Sponsor agrees to indemnify and keep indemnified the LIV against any liability, actions, claims, demands, damages, costs and expenses incurred or suffered by the LIV in connection with or arising in any way out of the sponsorship of the selected Program, including but not limited to:
  - (i) any breach by the Sponsor of these Terms and Conditions; and
  - (ii) any claim that the use of the Sponsor's Intellectual Property by the LIV infringes a third party's Intellectual Property rights or other rights.
- (b) The LIV agrees to indemnify and keep indemnified the Sponsor against any liability, actions, claims, demands, damages, costs and expenses incurred or suffered by the Sponsor in connection with or arising in any way out of the sponsorship of the selected Program, including but not limited to:
  - (i) any breach by the LIV of these Terms and Conditions; and
  - (ii) any claim that arises in any way out of the management or running of the selected Program and the use of the LIV's Intellectual Property by the Sponsor infringes a third party's Intellectual Property rights.

## 11. EXCLUSION OF LIABILITY

Notwithstanding any other provision contained in these Terms and Conditions, neither party shall be liable to the other for indirect, incidental, special, consequential or punitive loss or damages howsoever arising (including in negligence).

## 12. TERMINATION

- (a) Either party may terminate this Agreement without cause by giving the notice in writing no later than 60 days prior to the selected Program.
- (b) Without prejudice to any other rights it may have, either party may terminate this Agreement by notice in writing to the other party in the following circumstances:
  - (i) the other party is in breach of any of these Terms and Conditions and fails to remedy the breach within 10 days after the date on which written notice of the breach has been served on the other party;
  - (ii) if the other party commits an act of bankruptcy; or
  - (iii) if, for any reason, either party, in the reasonable opinion of the other party, comes into general disrepute or is the subject of criticism that may adversely reflect upon the other party, the party forming this opinion may terminate this Agreement providing 10 days written notice to the other party.

- (c) Neither party will be liable for any failure to carry out any provision of these Terms and Conditions if the failure was caused by circumstances beyond its control, including, but not limited to, acts of God, fire, accident, interruptions to energy supplied, strike, riot, civil commotion or war whether declared or not (**Force Majeure Event**). The parties must do all things reasonably necessary to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- (d) If the Sponsor gives notice in writing to terminate less than 60 days' prior to the selected Program the Sponsor agrees and acknowledges that it will be liable for the Fees unless otherwise agreed with the LIV.

## 13. NOTICES

- (a) All notices to be given under this Agreement are to be in writing. Notices must be forwarded to the other party by prepaid post, facsimile or email to the addresses set out in the Sponsorship Application Form or otherwise as notified in writing to the other party from time to time.
- (b) All notices served under this Agreement will be considered to have been received 3 business days after posting, unless sent by facsimile in which case the notice shall be deemed to have been received on the date shown on the sender's transmission report.

## 14. ASSIGNMENT

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

## 15. WAIVER

No waiver by either party of any provision contained in these Terms and Conditions will amount to a continuing waiver of any other provision of these Terms and Conditions unless made in writing and signed by the party.

## 16. VARIATION

The Sponsor agrees that these Terms and Conditions may be changed from time to time by mutual written agreement between the parties.

## 17. SEVERABILITY

If any part of these Terms and Conditions is held to be invalid or unenforceable in any way, the remaining provisions will not be affected and remain in full force for the selected Program.

## 18. GOVERNING LAW

This Agreement is governed by the laws of the Commonwealth of Australia & the laws of Victoria, the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria & the courts of appeal from them for determining any dispute concerning this Agreement.

## 19. ENTIRE AGREEMENT

The parties agree that this Agreement constitutes the entire agreement between the parties, and that this Agreement supersedes all prior agreements representations, negotiations and correspondence entered into between the parties.

## 20. DEFINITIONS

In this Agreement and these Terms and Conditions the following meanings shall apply:

**Agreement** means the Program, the Sponsorship Application Form, and these Terms and Conditions;

**Confidential Information** means any information relating to the business of the LIV or the Sponsor which:

- (a) is designated by the respective owner as confidential; or
- (b) is of a confidential or sensitive nature and marked or denoted as confidential or which a reasonable person to whom that information is disclosed or to whose knowledge the information comes would consider to be confidential, which is disclosed by the owner to the other, directly or indirectly, or otherwise comes to the knowledge of that other party in relation to or in connection with the selected Program, whether that information is in oral, visual or written form or is recorded or embodied in any other medium;

**Fees** means the fees stated next to the selected program in the Sponsorship Application Form;

**Intellectual Property** means copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, look and feel, circuit layouts and all other rights resulting from intellectual activity in, but not limited to, the industrial, scientific, literary or artistic fields;

**LIV Intellectual Property** means the Intellectual Property of the LIV attached to the LIV name, brand and logo or as otherwise provided to the Sponsor under the selected Program;

**Program** means the Essential Skills Program, the Intensive Program, or the Multi-Practice Program held by the LIV and set out in this document;

**Sponsor** means the party listed in the Sponsorship Application Form;

**Sponsorship Application Form** means the application form set out in this document;

**Sponsor's Intellectual Property** means the Intellectual Property of the Sponsor attached to the Sponsor's name, brand and logo or as otherwise provided to the LIV under the selected Program.

**Terms and Conditions** means the terms and conditions set out in this document.

Please refer to <https://www.liv.asn.au/CovidSafeEvents> for the latest information around the LIV's approach to ensuring this is a COVID safe event.